

MOUNTAIN VIEW CENTER FOR THE PERFORMING ARTS

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MOUNTAIN VIEW CENTER FOR THE PERFORMING ARTS

BOOKING

The Mountain View Center for the Performing Arts seeks to enrich Bay Area audiences through enjoyment, celebration and interaction with the arts. The Center is dedicated to providing entertainment opportunities for its patrons, access to its 600-seat MainStage, 200-seat SecondStage and 300-seat ParkStage for Licensees, and education and outreach opportunities to the community. The Center encourages all Licensees to participate in community outreach.

This booklet outlines general guidelines that will assist you in deciding to book a space here at the Center. If you have questions that are not answered here, please contact the Center's Booking Coordinator at 650-903-6556.

DEFINITIONS

To guide you through this booklet, we've defined some of our commonly used terms.

Event

An Event is a single performance OR one day of non-performance use (such as a load-in, tech day, or rehearsal day.)

<u>Arrangement</u>

An Arrangement is comprised of any single Event or series of Event(s) categorized under one title or description.

Licensee

Organization or individual contractually responsible for an Arrangement.

Performance Period

A Performance Period refers to any Event attended by the public, audience or members of a group, and/or any use for the purpose of broadcasting, televising, recording or filming an event. The Performance Period fees include one performance with a Period of up to eight (8) consecutive hours of use. When two performances occur in one day, the Performance Period includes up to twelve (12) consecutive hours of use and the rate is 1.5 times the eight (8) hour Performance fee. Ushers are included in the Performance Period fees. If ticketed, Ticket Services Staff are included for up to two (2) hours. A Facility Supervisor and House Manager will be provided at standard rates as outlined in the Facility Fee Schedule, whenever any Licensee staff or patrons are on the premises. The presence of fifty (50) or more performers/Licensee personnel backstage may necessitate additional backstage Center Staff. Licensee will be charged for such staffing when necessary. Hourly facility fees will be charged according to the Fee Schedule for any hours clocked outside any given Performance Period.

Non-performance Period

The Non-Performance Period is any time the Center is occupied by the Licensee but not open to the public or audience, excluding usage for the purpose of broadcasting, televising, recording or filming an event. The Non-Performance Period includes rehearsals, technical rehearsals and loading in or out of sets and equipment. A Facility Supervisor will be

provided at the standard stagehand rate, whenever any Licensee staff or patrons are on the premises. The presence of fifty (50) or more performers/Licensee personnel backstage may necessitate additional backstage Center Staff. Licensee will be charged for such staffing when necessary. Non-Performance Period fees may apply to rehearsals and technical time clocked beyond any given Performance Period.

Dark Days

Licensee may be required to clear the stage or a portion thereof, especially downstage of the Main Drape, on dark days in order to accommodate other bookings (See License Agreement General Terms and Conditions). Lighting may remain in place, although it will be re-focused as needed. Please take this into consideration when designing sets.

Depending on the nature of the Dark Day event, we may ask you to remove displays from the lobby, or we may do it for you. We will do our best to restore items to their locations, but ask that you allow time to double check lobby set up. We will make these arrangements as far in advance as possible.

CATEGORIES OF LICENSEES

Home Company

Home Company status is conferred by City Council, and denotes a multi-year agreement between the Center and the Licensee.

Nonprofit

Nonprofit status is given only to organizations recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code and related sections as now or hereafter amended. These organizations must provide a copy of their **current** IRS 501(c)(3) approval with their **organization's current address** to the Center with their Booking Request to receive any rate benefit associated with this category. The Center gives booking priority to performing arts organizations within this category.

Commercial

Any organization not qualifying for nonprofit status. The Center gives booking priority to performing arts organizations within this category.

Performing Arts

The fee structure for nonprofit renters of the SecondStage may be applied to private individuals (not corporations) booking self-produced, live performances of music, theatre, dance or comedy/improvisation (not film/video).

BOOKING PROCEDURES

Center reservations and bookings may be made by calling 650-903-6556. Request for Booking applications can be faxed to 650-962-9900, mailed to MVCPA, P.O. Box 7540, Mountain View, California, 94039-7540, or delivered to the administrative office, 500 Castro Street, Mountain View (Mercy Street entrance).

Primary Booking

Primary Booking is conducted in January of each year for the following October through September. All requests for Primary booking are due the first Friday of each year.

<u>Request Due</u> <u>Period Booked</u>

January 9, 2015 October 2015 – September 2016

All requests received after the January deadline will be processed as Secondary Bookings.

Secondary Booking

Requests are accepted year-round and must be received a minimum of sixteen (16) weeks prior to dates requested. Some late bookings may not appear in *Preview Magazine* and some calendar listings depending on production deadlines.

A \$200 Secondary Booking Deposit is due with Request for Booking forms and is applied towards the total charges. The deposit is non-refundable unless the Center is unable to issue a contract for the requested dates. Requested dates can be held for a maximum of two (2) weeks without the \$200 secondary booking deposit.

Any booking requests made fewer than 16 weeks in advance will be subject to an additional \$200 rush booking fee.

Request for Booking

Please make all requests in writing via a Request for Booking application. Applications can be downloaded from the Center's website www.mvcpa.com, or requested from the Center's Booking Coordinator at 650-903-6556.

License Agreement

License Agreements and estimates will be issued once a complete Request for Booking is received and approved by Staff. Nonprofit applications will need to include a copy of the organizations 501(c)(3) with current address. To ensure service for a successful event, all requests are dependent upon staff availability.

License Agreements are signed by a responsible party representing the organization or group who has contractual authority for such an application.

Licensee can designate a staff member other than the contract signatory to be in charge of Events in their Arrangement. This person or a designated alternate shall be in the Center during all rehearsals and performances and available to Center Staff until the Center is vacated. Any staff member designated on the License Agreement as an Authorized Representative will be allowed to make financial decisions that may impact the estimated fees.

Once the Center has received both signed copies of the License Agreement and a check for the deposit indicated in the License Agreement, dates are considered confirmed. License Agreements are due back to the Center within ten (10) days of the date they were issued.

INFORMATION DUE DATES

Once the License Agreement is signed by both parties, the Center will give specific deadlines for detailed information. Depending on the schedule, some information may be due at time of signing.

Marketing and Ticket Services Worksheet

Please return the completed Marketing and Ticket Services Worksheet to the Center's Marketing & Public Relations Manager at least six (6) months prior to the first performance, or at time of signing.

Audience Services Worksheet

Please complete and return the Audience Services Worksheet at least eight (8) weeks prior to the date of the first performance. After review of your worksheet Center staff may determine that additional Audience Services staff is required, at standard rates, to meet your needs.

Reception Booking Request

Please complete and return the Reception Booking Request at least eight (8) weeks prior to the first performance.

Technical Information

To provide you with all the technical resources your event will require, it is highly recommended that you schedule a Pre-Production Meeting with the Center's Technical Services Manager at least eight (8) weeks prior to load-in.

Technical staff requirements are estimated at the time of your booking. In your Pre-Production Meeting, you may request an adjustment to crew levels and call times. The Center has the final decision on staffing requirements to ensure everyone's safety, the smoothest possible operation of Center equipment, and the ultimate success of each event. Billing will be based on the actual hours worked, subject to the guidelines outlined in the Facility Fee Schedule. Technical Staff are scheduled 2 months in advance. Fees may apply for technical staff schedule changes made after the technical staff schedule is published.

GENERAL APPLICATION INFORMATION

Guidelines

To ensure a successful event, please comply with the guidelines and procedures of the Center as administered by Center Staff or your organization may face cancellation and forfeiture of deposit and future booking dates.

Ticketing

The Center's ticketing system is used to generate all tickets for any event where the public is charged a fee to attend. The system includes internet ticket sales, and is the exclusive outlet for sales on the internet. If your organization wishes to sell tickets for your event, please make advance arrangements with the Ticket Services Manager for consignment tickets or indirect orders. Please note that both consignment tickets and indirect orders involve fees to the Licensee.

Each person attending a performance must have a ticket, regardless of age.

A basic event setup in the ticketing system is included with your License Fee, including: a single seating arrangement; single, simple price structure; one-time hold on seats up to 10% of the house; and one-time release of excess holds. Additional ticket services provided will be billed to the Licensee with the final reconciliation; please see Marketing and Ticket Services Guidelines and the Fee Schedule for more information.

Advertising and Promotions

To ensure accurate event information and avoid added expense, please do not distribute advertising or publicize your booking request until you receive a copy of the Facilities License Agreement signed by all parties. It is only at this time that your use of the Center is confirmed. Your organization, the Licensee, agrees to read and comply with Center marketing requirements. All uses of the Center's name and/or logo and telephone numbers (including references to, or descriptions of the Center) need to be approved by the Marketing & Public Relations Manager prior to printing, display or other use/distribution.

Non-standard Information

Your organization may be required to furnish in writing, before an Arrangement, any information needed by the Center to determine arrangements, special services, labor, and equipment necessary to the staging, management and success of the Arrangement. Please provide this information to avoid added expenditures, cancellation and forfeiture of deposit and future booking dates.

Non-standard guidelines

The Center can impose additional requirements or set special Facility License Agreements, whether or not expressly provided herein, which may be necessary to the operation of the Center. Any such additions are binding upon Licensee, provided they are incorporated into the specific agreement or addendum thereto and signed by the Licensee and Center Executive Director.

PROCEDURES OF USE

Additional Usage Hours

If you require additional stage access for setup, rehearsals or load in or out on days that have not previously been contracted, please contact the Center's Booking Coordinator at 650-903-6556 to request additional bookings. If available, the Center will add this time to your existing License Agreement, billable according to the Facility Fee Schedule.

Staffing

Center Staff is responsible for determining staffing levels and assigning all staff for Center events.

Please make advance arrangements with the Operations Manager and Technical Services Manager if you would like to provide backstage personnel. Any non-Center personnel will be responsible to Center Staff. Center Staff will also determine the skills needed to operate various house equipment and whether Licensee personnel are qualified to operate said equipment.

Center Staff will determine the need for security personnel, who must be provided at the Licensee's expense.

All staff furnished by the Center, beyond those identified as inclusive, are billed to you according to the Facility Fee Schedule.

Merchandise

Licensees may sell their own merchandise at the Center on the day of the performance, with prior approval from the Center and subject to a fee 20% of gross sales. Please request approval on the Audience Services Worksheet, or you may obtain direct permission from the Audience Services Manager as far in advance as possible. It may not be possible to accommodate last minute requests.

By City Ordinance, the use of thin plastic carryout bags less than 2.25 mil thickness is prohibited to protect our environment. If carryout bags are provided to patrons, they must be either 100% recycled-content paper bags, reusable cloth bags, or thick plastic bags more than 2.25 mil. The retailer must charge and retain a 10 cent fee for the paper or thick plastic bag. Contact City Solid Waste & Recycling program staff at (650) 903-6311 for more information, exceptions, or visit MVrecycle.org.

For the safety and convenience of our patrons, sales are limited to a specific area in the lobby determined by the Audience Services Manager.

• <u>Inventory List</u>

Merchandise should be accompanied by a complete pre-counted inventory list. If no inventory list is provided, the Center may assess a flat fee of \$500. (Licensees may elect to pay the flat fee in lieu of providing a pre-counted inventory list.. Please notify the Audience Services Manager well in advance.) Please deliver merchandise to the House Manager in the Lobby no later than one and one-half (1 - 1/2) hours prior to curtain.

Fees

The Center charges twenty percent (20%) of gross sales, and of any other money collected on the premises. This will appear on your final reconciliation. Licensees who sell merchandise without prior clearance from the Audience Services Manager may be charged a flat fee of up to \$500 for sales privileges. Merchandise fees will not be collected on site.

• Sales Staff

Licensees should plan to provide their own sales staff. If requested, the Center may provide volunteer sales staff when available. The Licensee is solely responsible for all sales activity and cash collected.

Raffles

Nonprofit Licensees who are lawfully registered with the California Department of Justice may hold raffles on Center premises, with prior written approval of the Executive Director. Raffle ticket sales are not subject to the merchandise fee.

Fundraising

Fundraising for the benefit of 501(.c)3 Non-Profit entities may be permitted by prearrangement with the Executive Director. It must be clear that participation by patrons is completely voluntary and is in no way a requirement to enter the performance. This includes Auctions (Live, Silent and Roving), On-Site Donations and Raffles.

Intermission

Please plan to provide an intermission of at least fifteen (15) minutes for any program that lasts one and one half (1-1/2) hours or longer.

Internet Access

The Center is happy to provide internet access through ports located in the green room, Stage Right in MainStage, or in the MainStage booth. There is a minimum of 6Mbit/s download and 6Mbit/s upload available through this public access line. Please request access at the time of booking or during your production meeting.

RECEPTIONS

Receptions require careful planning and coordination with caterers, Center Staff, and other Licensees. Please arrange for receptions at the time of booking whenever possible. The Center may be unable to accommodate reception requests that are received too near the date of the event. To add a reception after booking, please contact the Audience Services Manager.

For our purposes, a "Reception" is a social gathering in conjunction with another licensed event, usually a performance, which is hosted by or on behalf of the Licensee for patrons and guests. A Reception may involve food and/or beverage (please see Food Service section). It also may include a formal address or presentation. However, a social gathering that is the primary function of the License, such as someone booking only the Lobby for a party, is an Event, not a Reception. Please contact the Booking Coordinator for information on how to book a separate event.

Types of Receptions

Receptions at the Center fall into three categories:

- Ticketed: you plan to sell admission to the reception separately from your performance.
- **Private/non-ticketed**: your guest list will be by invitation only.
- **Open:** all members of the public in the Center may attend your event at no charge.

Booking a Reception

The Center is pleased to assist Licensees who wish to host social events for supporters and donors in conjunction with their performances. Since the Center is designed primarily to

serve as an outstanding performance space, there are some special considerations when booking receptions. We appreciate your understanding of the following guidelines:

- All receptions are approved and booked by the Center. A reception that occurs
 without prior approval will be estimated and billed after the fact. Under no
 circumstances may alcohol be served in conjunction with an unapproved reception
 event.
- The Center will attempt to honor last-minute reception requests; additional costs incurred will be estimated at the time of the request.
- Receptions booked after the License Agreement is executed are approved based on space, staff availability and administrative time.
- All fees associated with a reception are non-refundable within 14 days of the event.
- For the convenience of all our patrons, no Ticketed or Private Reception may be held
 in the Rotunda within one (1) hour prior to any performance time. We strongly urge
 Licensees to investigate alternative sites, including the Rehearsal Studio, Balcony
 Lobby, City Hall Rotunda, Masonic Temple and downtown restaurants.
- We are unlikely to approve post-show Private Receptions in the Rotunda because of
 the negative impact on exiting patrons. In the event that we do approve a Private
 Reception in the Rotunda, Licensee should plan to provide signage stating "Reception
 for guests of . . ."
- For the safety of our young patrons, we strongly discourage Receptions for children in the Balcony Lobby.

Reception Packages

Most Receptions will be staffed separately from the primary Event, at the discretion of the Operations Manager. Staffing guidelines are included below.

Receptions are subject to space and staff availability. Identifying your specific set up needs in advance allows the Center to provide an estimate along with adequate staffing to meet your needs on the day of your reception. Additional time will be billed in full hour increments.

Basic Reception Package:

Price: Please consult the Fee Schedule

<u>Location:</u> Lobby, Rotunda, Balcony Lobby or Rehearsal Studio (subject to limitations above).

Staff: One House Manager or Stagehand for a four (4) hour shift.

<u>Set-Up</u>: No Center furniture will be added or removed. However, Licensee staff may re-arrange existing furniture or add their own furniture using their own labor within safety regulations and subject to on-site approval by Center staff.

Expanded Reception Package:

Price: Estimated when the reception is requested.

<u>Location:</u> Lobby, Rotunda, Balcony Lobby or Rehearsal Studio (subject to limitations above).

Staff: As determined by Center estimate.

<u>Set-Up:</u> Up to 80 chairs, ten 6'-buffet tables, or ten 30"-cabaret tables are available. Licensee may add furniture within approved guidelines and safety regulations. Set-up will be determined at time of estimate.

FOOD & BEVERAGE SERVICE

Food Sales

The Center's contracted operator, the *Bean Scene Café*, has the exclusive concession for food and beverage sales at the Center. We are pleased to offer this premier café's services to our patrons and Licensees, and encourage Licensees to take advantage of this feature.

Providing Free Food to Your Reception Guests

Licensees and Licensee's agents may serve complimentary food or beverage in the Center with the written consent of the Operations Manager. (See additional information on page 9 regarding service of alcoholic beverages.)

The safety of our patrons is a serious concern in the serving and preparation of food at the Center. For this reason, all food served on the premises must be prepared by a caterer or a kitchen licensed by the Health Department. All food must be cooked outside the Center building.

Sterno may be handled only by licensed caterers. Open flame is allowed in the Center by permission of the Fire Marshall only. Requests for use of open flame must be made to the Operations Manager at the time of booking.

Food & Beverage Service Ware

Whether the food or beverage is provided by the Licensee or their caterer, for a charge or no charge, at a full reception or simple social gathering in the Lobby, the use of polystyrene foam service ware (e.g. foam plates and cups) is prohibited by City Ordinance. Contact City Solid Waste & Recycling Program staff at (650) 903-6311 for more information or visit MVrecycle.org.

Storage

Please store containers, boxes, bags, dry supplies, bottles and glassware out of public view. Licensee should plan to provide containers appropriate for all supplies, including ice, as the Center does not provide these items.

Set Up

Caterers may set up no earlier than the Licensee's pre-arranged reception period. For post-performance receptions, Caterer may set up after the last intermission. If there is no intermission, set up can begin no earlier than fifteen (15) minutes after the contracted curtain time. Set up and clean up outside of the agreed-upon period may result in additional charges.

Clean Up

Caterers need to remove all food and supplies following the event, no later than the contracted event period. For pre-performance receptions, the Licensee is responsible for completely cleaning and restoring all Center areas before the first intermission. Caterers need to clean up all food service areas both during and after service. The Licensee is responsible for restoring all Center areas to the same general condition in which they were found.

ALCOHOL SERVICE

The owner of the Bean Scene Café has been granted a license by the State of California, Alcohol Beverage Commission and is the sole party that can sell alcoholic beverages on the premises

Beer and wine may, under specific circumstances, be provided to your reception guests through arrangement with the operator of the Bean Scene Café. Host Liquor Liability Insurance may be required for receptions that include liquor service.

Please notify the Audience Services Manager of your desire to have alcohol served to your guests at the time the reception is booked.

SUPPORT SPACES

Rehearsal Studio

The Rehearsal Studio is not included in your booking unless you specifically request it. If you think you need it, please request it as early as possible. You may include the Rehearsal Studio on the Request for Booking Form.

There are no kitchen or sink facilities near the Rehearsal Studio. Food service staging may take place in the outside loading dock area. Rehearsal Studio is directly accessible from outside doors.

<u>Capacity:</u> Rehearsal Studio approximate capacities are as follows:

Standing: 150 Lecture seating: 84 Dining with buffet: 55 Dining without buffet: 70

Seated capacities are approximate - please confirm your setup with the Audience

Services Manager.

Plaza

The Plaza is available for catered events held in conjunction with a licensed Arrangement. Canopies and tents are allowed, but must be approved and coordinated by the Operations Manager. Both full-service dining and receptions are possible. Additional lighting may be available. No cooking is permitted on the Plaza. Use of polystyrene foam food and beverage service ware is prohibited by City Ordinance. Due to weight restrictions, vehicles are permitted on the Plaza only by pre-arrangement. Contact the Audience Services Manager for further details.

FEE STRUCTURE

The Facility Fee Schedule is enacted by the Mountain View City Council. Fees are subject to change each July 1st, or for cost-based fees, at any time additional costs are incurred by the Center. The Center charges your Arrangement according to the Fees Schedule approved as of your performance dates. As a result, estimates should be considered as guidelines only and are subject to change.

Basic Facility Fees

Normal heating and air conditioning, janitorial and engineering service, stage draperies, loading dock facilities, in-house stage lighting equipment, in-house sound equipment, dressing rooms and backstage facilities are generally included. Initial consultations for Audience Services and Technical Services needs including basic plan review are included. Ticket staff is provided for all ticketed performance periods (up to 2 hours). Ushers will be provided at the Center's discretion. A Facility Supervisor and a House Manager are provided at the standard rates. The Facility Supervisor is required whenever any Licensee staff or patrons are on the premises.

Additional Facility Fees

Please note, the cost of all other services and equipment, including, but not limited to, additional Center Staff, ticket office services, additional Technical and Audience Services consultations, security, piano use, and merchandising percentage, not listed in the Basic Facility Fee section, are charged services.

Meeting Rate

The meeting rate is available in the SecondStage and Rehearsal Studio for events between 8am and 5pm which require no Center staff or resources. The Center reserves the right to determine whether the Meeting Rate may be used for a given event.

Patron Fees

Patrons are charged for ticket services according to the method of purchase. Please consult the Facility Fee Schedule for a listing of these fees.

The Center charges all patrons a Facility Use Fee for each ticket purchased. Please consult the Facility Fee Schedule for more information.

If your organization requests consignment tickets or indirect order processing as part of your ticket services, please collect the Facility Use Fee for the Center from your patrons for each consignment ticket or each ticket requested through indirect order processing. The Center will collect this fee from your organization at reconciliation. A limited number of complimentary tickets are available without being included in the "Percentage of Gross" calculation at the highest single ticket value or incurring a Facility Use Fee. Please contact the Ticket Services Manager for details.

<u>Deposits</u>

Deposits and due date are determined by the Executive Director. The initial deposit is due and payable with your Request For Booking and is non-refundable in the event of a cancellation or withdrawal of request; additional deposits may be required. All deposits and fees shall be paid in the form of cash or check (made payable to *The City of Mountain View*); we do not accept credit cards as a form of payment on Facility License Agreements or for final invoiced amounts.

Holiday Fees

When you book a space on a holiday recognized by the City of Mountain View, additional facility fees and staffing charges may apply.

Billing Increments

The Center will bill in full hour increments, regardless of the portion used. We begin the time billed from the moment the Facility Supervisor arrives until the time they depart.

Payment of Fees

There are other fees charged by outside agencies, for which your organization may be responsible, such as:

- State, County or local taxes incurred from the sale of any merchandise (i.e., CDs, books, souvenirs, etc.).
- Royalties incurred by a performance in the Center.
- Copyright applications.
- Possessory use tax, calculated on the Facility License Fee you pay to the Center, and charged by the County of Santa Clara.

The Center makes all payments to the organization that contracted the Arrangement and mails to the address listed on the License Agreement unless an authorized address change has been filed prior to reconciliation. For nonprofit organizations, the Center must use the organization's name and address listed on the 501(c)(3). No second-party payments will be made.

A limited number of arrangements can be eligible for a fee waiver in the SecondStage only. For more information regarding qualifications requirements and the application please call the Center's Booking Coordinator at 650-903-6556

INSURANCE REQUIREMENTS

Licensee is required to provide the CITY a One Million Dollar (\$1,000,000) minimum bodily injury and property damage insurance policy. In the event the Licensee does not have such a policy, the Center may recommend a CITY agent. A certificate of insurance must be received no later than three (3) weeks prior to the first day of the Arrangement and must include coverage for all performance and nonperformance periods noted in the License Agreement. The insurance certificate must include the Form CG 20 26 07 04 stating the CITY is an Additional Insured.

LICENSEE is required to obtain and maintain statutory Workers Compensation and employer's liability in an amount not less than one million dollars (\$1,000,000) and furnish CITY with a certificate showing proof of such coverage.

Insurance must be provided from a Company rated at least A: VII in the latest *Best's Insurance Guide*.

If proper insurance coverage is not provided, all employees, volunteers, performers and personnel will be required to sign a waiver, provided by the CITY, prior to your arrangement.

CANCELLATION POLICY

The cancellation of any Arrangement, or portion thereof, must be made by the Licensee's Authorized Representative in writing to the Center's Executive Director at 500 Castro Street, P.O. Box 7540, Mountain View, California, 94039-7540.

Ticketed Performances

Notification of cancellation of the agreement once executed: LICENSEE is responsible for (50%) percent of the base facility fees, and additional expenses incurred by the CITY in service of the License.

Notification of cancellation of the agreement after the *Preview* deadline: LICENSEE is responsible for (75%) percent of the base facility fees, and additional expenses incurred by the CITY in service of the License.

Notification of cancellation of the agreement after the Arrangement has been entered on the Center's ticketing system: LICENSEE is responsible for (100%) percent of the base facility fees, and any additional expenses incurred by the CITY in service of the License. In some cases this may include a minimum staff call of four (4) hours per event employee scheduled.

Non-ticketed Performances

Notification of cancellation of the agreement once executed: LICENSEE is responsible for (50%) percent of the base facility fees, and additional expenses incurred by the CITY in service of the License.

Notification of cancellation of the agreement less than ninety (90) days prior to the Arrangement: LICENSEE is responsible for (75%) percent of the base facility fees, and additional expenses incurred by the CITY in service of the License.

Notification of cancellation of the agreement less than sixty (60) days prior to the Arrangement: LICENSEE is responsible for (100%) percent of the base facility fees, additional expenses incurred by the CITY in service of the License. In some cases this may include a minimum staff call of four (4) hours per event employee scheduled.

CITY will provide a statement of charges to LICENSEE, and LICENSEE shall pay in full for all facility fees and charges within thirty (30) days of the original contracted Arrangement date.

Provided the CITY books the canceled date(s) to another party, LICENSEES may be eligible for a partial rebate of the original LICENSEE's paid facility fees, less a non-refundable deposit.